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VIA ECF

Hon. Valerie Figueredo
Daniel Patrick Moynihan Courthouse
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After reviewing the parties' letter briefing (ECF Nos. 19, 24, 31) and for the reasons stated at the conference held on February 13, 2024, Plaintiff's application is DENIED.

The Clerk of the Court is respectfully directed to terminate ECF Nos. 19, 24.

DATED: February 13, 2024
New York, New York

SO ORDERED


ROBYN F. TARNOFSKY
UNITED STATES MAGISTRATE JUDGE

**Re: *Pure Brazilian USA LLC v. Medrick et al.*, 1:2023-CV-10946
Renewed Request for Emergency Conference**

Dear Judge Figueredo,

This firm is litigation counsel to Pure Brazilian USA LLC ("PB"), and we write the Court pursuant to your Honor's Individual Practices Rule 1(a) to request a conference with the Court and Defendant's counsel regarding interpleader and/or escrow of the funds at issue pending resolution of this case.

By way of background, and as set forth in more detail in PB's Second Amended Complaint ("SAC") [ECF 21], PB entered into agreements with Defendant Christine Medrick ("Medrick"). In the Asset Purchase Agreement ("APA"), PB purchased substantially all assets of CC Beauty Collection, Inc., including its brand names and trademarks, which were then owned by Medrick. SAC ¶¶ 11-13. Under the APA, Medrick covenanted not to compete with PB (the "NCA"). *Id.* ¶¶ 23-24. PB and Medrick also entered into a Secured Non-Negotiable Promissory Note (the "Promissory Note"), under which PB was to pay certain of the consideration for the APA to Medrick over a period of time. *Id.* ¶ 17.

PB alleges that Medrick has breached the APA by, among other things, violating the NCA. *Id.* ¶ 67. Therefore, PB's position is that it is not liable to make payment under the Promissory Note. *Id.* ¶ 73. Because of the multiple and conflicting claims to those funds, PB has brought an interpleader claim in the SAC in order to avoid duplicative liability and/or contradicting judgment as to the parties' respective rights to the funds due under the Promissory Note. *Id.* ¶¶ 72-76. PB's most recent payment due under the Promissory Note was initially December 31, 2023, which has been extended to January 14, 2024 by agreement of counsel on December 22, 2023. On January 5, 2024, Medrick filed her waiver of service by counsel [ECF 13].

PB therefore respectfully requests an emergency conference to discuss interpleader of the funds at issue and deposit of the same to the Court and/or escrow of those funds pending resolution of this litigation.

We thank the Court for its time and attention to this matter.



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Respectfully submitted,

/s/ Andrew D. Bochner

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